

IN THE MATTER OF THE LICENSE OF	:	
	:	
LICENSEE, _____	:	SURRENDER OF LICENSE
	:	
License # _____	:	
	:	
TO ACT AS A CONTRACTOR IN THE STATE OF UTAH	:	

LICENSEE and the DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSING ("Division") of the Utah Department of Commerce, upon acceptance by the Division agree as follows:

1. Licensee hereby tenders his license as a contractor to the Division, informing the Division that he wishes to surrender it to the Division.

2. Licensee acknowledges that the Division is not required to accept this agreement but upon signature on this document by the Licensee, the Division will evaluate his request. If the agreement is not approved by the Division this agreement is null and void and without any force or effect whatsoever.

3. Licensee admits the jurisdiction of the Division over him and over the subject matter of his request.

4. Licensee affirms that he is offering to surrender his license voluntarily of his own free will and choice without any undue inducement, coercion, or threat from any source, and that the only promises or understandings he has obtained from the Division regarding the surrender of his license are those contained in this Agreement.

5. Licensee acknowledges that it has been informed of his right to be represented by counsel, and that he has chosen not to be so represented.

6. Licensee affirms that he is offering to surrender his license because: (CHECK ONE OR MORE)

_____ He is now employed as an employee of another contractor.

_____ He is now employed in construction out of state.

_____ He is discontinuing contracting under this license because the business is now operated in another form of entity that has been licensed by the Division.

_____ He is temporarily discontinuing employment in the construction trades.

_____ He is discontinuing employment in the construction trades entirely.

_____ Other (Please explain): _____

7. Licensee understands that if his request is granted he will forfeit all right to practice as a contractor in the construction trades in Utah unless and until he applies for reinstatement of licensure and his application is approved by the Division.

8. Licensee understands that if he applies for reinstatement of licensure, he must meet all the requirements for a new license unless those requirements are waived by the Division, in whole or in part, upon a review of the application.

9. Request for inactive status. Inactive status desired? *Check one* (YES) _____ (NO) _____.
If yes, also submit the \$50.00 fee, current certificates of general liability and workers compensation insurance, and the completed financial questionnaire. If fee and documentation are not submitted with this document,

even if yes is checked, the subject license will not be placed on inactive status. If the above is checked yes and the \$50.00 fee is paid, and documentation submitted, upon verification that the license is in good standing the license may be placed on inactive status. Renewal fees must be timely paid to the Division for each renewal date to continue inactive status.

If the contractor has requested inactive status:

The Division will waive the testing portion of the reinstatement application if the Licensee has been continuously involved in the construction trades as an employee of another contractor or has been continuously involved in the construction trades in another state during the time the license was inactive, and if the Licensee has not been engaged in any unlicensed activity during the period in which the license is inactive.

The Division will waive the testing portion of the reinstatement application if the Licensee has not been continuously involved in the construction trades, if Licensee applies for reinstatement within two years of the date this agreement is accepted and if the Licensee has not been engaged in any unlicensed activity during the period in which the license is inactive.

The Division will consider waiver of the testing portion of the reinstatement application if the Licensee has not been continuously involved in the construction trades, if Licensee applies for reinstatement within four years of the date this agreement is accepted and if the Licensee presents adequate support that he has maintained his knowledge and skill and if the contractor has not been engaged in any unlicensed activity during the period in which the license is inactive. The Division will not be obligated to consider waiver of the testing portion of the reinstatement application if the Licensee has not been continuously involved in the construction trades for more than four years from the date of this agreement.

10. Licensee understands that he will not receive any refund of license or renewal fees previously paid to the Division.

11. Licensee acknowledges that no representations regarding a future waiver of licensure requirements have been extended to him except as stated herein.

12. This agreement is not a finding of unprofessional or unlawful conduct nor is it disciplinary action against the Licensee. The Division retains any jurisdiction to subsequently initiate disciplinary proceedings for any conduct the licensee may have engaged in prior to the date of this agreement or may engage in subsequent to the date of this agreement.

13. Licensee acknowledges that he was informed that his request may be withdrawn at any time prior to this agreement being entered into herein by the Director or his designee.

14. Licensee acknowledges that if the Division accepts this request, the request will be classified as a public document and may be released to the public upon request. In addition, the Division is authorized to inform other state and federal agencies of the action taken herein and of the content of this Stipulation and Order.

15. This document constitutes the entire agreement between the parties and supersedes and cancels any and all prior negotiations, representations, understandings or agreements between the parties. There are no verbal agreements that modify, interpret, construe or affect this Agreement. The person signing this agreement hereby certifies that he/she has authority on behalf of the licensee to sign this document.

LICENSEE

By: _____ Title: _____ Date: _____

Accepted By DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

By: _____ Title: _____ Date: _____

9/16/03